Assignment of Commercial Advertisement Rights in Zone-1 of Bengaluru West City Corporation

DISCLAIMER

The information contained in this Tender document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Bengaluru West City Corporation (BWCC) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Tender and such other terms and conditions subject to which such information is provided.

This Tender is not an agreement and is neither an offer nor invitation by the BWCC to the prospective Bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their qualification proposals and financial offers pursuant to this Tender (the "Bid"). This Tender includes statements, which reflect various assumptions and assessments arrived at by the BWCC. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. The assumptions, assessments, statements and information contained in this Tender, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender and obtain independent advice from appropriate sources.

Information provided in this Tender to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The BWCC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The BWCC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in this Bid Stage.

The BWCC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender. The BWCC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender.

The issue of this Tender does not imply that the BWCC is bound to select a Bidder or to appoint the Selected Bidder and the BWCC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BWCC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the

BWCC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Contents

DISCLAIMER.....2

BENGALURU WEST CITY CORPORATION.....5

INVITATION FOR TENDER (IFT).....6

EXECUTIVE ENGINEER.....7

SPECIAL DIVISION 7

EXECUTIVE ENGINEER.....7

SPECIAL DIVISION.....7

1. INTRODUCTION.....8

1. ROADS WITH WIDTH NOT LESS THAN 18 METERS.....8

2. AREAS DECLARED AS COMMERCIAL OR BUSINESS OR INDUSTRIAL IN THE 2015 MASTER PLAN OF BENGALURU CITY THE ROADS WITH WIDTH NOT LESS THAN 6 METERS THE COMMERCIAL ADVERTISEMENTS ARE ALLOWED
8

3. CIRCLES.....8

2. INSTRUCTIONS TO THE BIDDERS.....19

4. RIGHT TO ACCEPT AND TO REJECT ANY OR ALL BIDS.....23

5. CLARIFICATIONS.....24

6. AMENDMENT OF TENDER.....24

7. BID SUBMISSION.....25

8. LANGUAGE.....25

9. SEALING AND MARKING OF TENDERS.....25

A. THE BIDDER SHALL PROVIDE ALL THE INFORMATION SOUGHT UNDER THIS RFP. THE BWCC WILL EVALUATE ONLY THOSE BIDS THAT ARE RECEIVED IN THE REQUIRED FORMATS AND COMPLETE IN ALL RESPECTS ON THE E-PROCUREMENT MODE ONLINE AT HTTPS://KPPP.KARNATAKA.GOV.IN. INCOMPLETE AND /OR CONDITIONAL BIDS SHALL BE LIABLE FOR REJECTION

25

(III) LATE TENDERS.....**26**

ANY TENDERER TRYING TO SUBMIT THE TENDER AFTER DEADLINE WILL NOT BE ACCEPTED IN THE E – PROCUREMENT PORTAL
.....
26

10. OPENING AND EVALUATION OF BIDS.....**27**

A. GENERAL.....**27**

15. CRITERIA FOR EVALUATION.....**30**

1) EVALUATION PARAMETERS.....**30**

16. DUE DATE FOR PAYMENT OF MONTHLY ADVERTISEMENT FEES BY BID WINNER
32

THE MONTHLY ADVERTISEMENT FEES BECOME DUE TO BE PAID AFTER SIX-MONTHS PREPARATORY PERIOD FROM THE DATE OF ASSIGNMENT OF ADVERTISING RIGHTS UNDER THE GREATER BENGLAURU AREA ADVERTISEMENT RULES 2025. THE DATE OF SIGNING OF THE AGREEMENT SHALL BE THE DATE OF ASSIGNMENT OF ADVERTISING RIGHTS AND IS CALLED THE "EFFECTIVE DATE" FOR THE PURPOSES OF PAYMENT OF ADVERTISEMENT FEES. THE ADVERTISEMENT FEES SHALL BE PAID FOR EACH COMPLETED MONTH FROM THE DATE THEY BECOME DUE. ANY DELAY IN PAYMENT OF THE AUTHORIZED ADVERTISEMENT DUES SHALL BE LEVIED INTEREST CHARGES AT A RATE OF EIGHTEEN PERCENT (18%) FOR THE DELAYED PAYMENTS. THE TERMINATION FOR NON-PAYMENT OF THE MONTHLY ADVERTISEMENT DUES IN-TIME IS A SEPARATE LIABILITY APART FROM THE INTEREST PAYMENT FOR THE DELAY AND THE INTEREST PAYMENT FOR THE DELAYS DOES NOT SAVE THE BID WINNER FROM THE LIABILITY FOR TERMINATION FOR NON-PAYMENT IN TIME. 32

17. TERMINATION.....**32**

1) NON-PAYMENT OR DEFAULT IN MONTHLY ADVERTISEMENT FEE BY THE BID WINNER SHALL BE A MAJOR BREACH OF AGREEMENT AND THE AGREEMENT SHALL BE TERMINATED WITH A SEVEN DAYS' NOTICE BY THE BWCC IN EVENT OF NON-PAYMENT OF THE SAME AT ANY TIME ONCE THE DUE DATE OF PAYMENT OF THE MONTHLY ADVERTISEMENT FEE HAS PASSED AND THE SAME HAS NOT BEEN PAID.32

2) THE MONTHLY ADVERTISEMENT FEE PAYMENT DEFAULT IS DEEMED TO HAVE HAPPENED IN CASE OF NON-PAYMENT BY THE DATE WHEN THE ADVERTISEMENT FEE BECOMES DUE FOR PAYMENT
32

18. CONTACTS DURING THE BID EVALUATION.....32

BIDS SHALL BE DEEMED TO BE UNDER CONSIDERATION IMMEDIATELY AFTER THEY ARE OPENED AND UNTIL SUCH TIME THE BWCC MAKES OFFICIAL INTIMATION OF AWARD/ REJECTION TO THE BIDDERS. WHILE THE BIDS ARE UNDER CONSIDERATION, BIDDERS AND/ OR THEIR REPRESENTATIVES OR OTHER INTERESTED PARTIES ARE ADVISED TO REFRAIN FROM CONTACTING BY ANY MEANS, THE BWCC AND/ OR THEIR EMPLOYEES/ REPRESENTATIVES ON MATTERS RELATED TO THE BIDS UNDER CONSIDERATION
.....
32

19. FRAUD AND CORRUPT PRACTICES.....32

20. PRE-BID CONFERENCE.....34

1) PRE-BID CONFERENCES OF THE BIDDERS SHALL BE CONVENED ON THE DATE SPECIFIED IN SCHEDULE OF BIDDING PROCESS GIVEN IN THIS TENDER
34

21. MISCELLANEOUS.....34

(1) THE BIDDING PROCESS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE KARNATAKA TRANSPARENCY IN PUBLIC PROCUREMENT ACT 1999 AND RULES THERE UNDER READ WITH THE LAWS OF INDIA. THE COURTS AT BENGALURU SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES ARISING UNDER, PURSUANT TO AND/ OR IN CONNECTION WITH THE BIDDING PROCESS
34

(2) THE BWCC, IN ITS SOLE DISCRETION AND WITHOUT INCURRING ANY OBLIGATION OR LIABILITY, RESERVES THE RIGHT, AT ANY TIME, TO; 34

22. AMENDMENT OF THE TENDER.....37

IN CASE OF THE WINNING BID AWARDED TO THE BID WINNER.....37

APPENDIX-I.....39

ANNEXURE-2.....42

ANNEXURE-3.....43

ANNEXURE-4.....44

APPENDIX-II.....45

APPENDIX - III..... **47**

APPENDIX - IV..... **48**

2. ESCALATION: IN CASE OF THE WINNING BID AWARDED TO THE BID WINNER 51

\

Bengaluru West City Corporation

Office of the Executive Engineer, Special division, 19th main road, 2nd block, Rajajinagara,
Bangalore-560010 E Mail: specialdivisionbwcc@gmail.com

No: EE/SD/BWCC/TEND/ 04/2026-27 Date:

INVITATION FOR TENDER (IFT)

(Two cover system)

(Through GOK KPPP Portal only)

1. The Executive Engineer Special Division (BWCC), invites tender on behalf of the Commissioner, BWCC, invites bids through Karnataka Public Procurement Portal from eligible licensed / registered advertisers with BWCC / any other Bengaluru City Corporation for assignment of commercial advertisement rights in 2-Zones in accordance with the Greater Bengaluru Area (Advertisement) Rules 2025.:
2. The detailed objectives and the Scope of the Assignment shall be as per Request for Proposal (RFP) Document and it may be downloaded from the Government of Karnataka KPPP portal website https://kppp.karnataka.gov.in. The RFP Document can be downloaded in the portal as per the prescribed date and time published in the Portal. Eligible licensed / registered advertisers participate shall remit online Transaction Fee as per the KPPP portal for the RFP document after registering in the Portal. The transaction fee is non refundable.
3. Other details can be seen in the RFP document.
4. Inclusive of all Taxes.

Sl. No	Name of the Work
1	**Assignment of Commercial Advertisement Rights in Zones-1 of Bengaluru West City Corporation.**

The tender schedule is as mentioned below:

Tender Notification No.	EE(SD)/TEND/04/2026-27, Date: 19.05.2026
Date from which Bid document is ready for download through Karnataka Public Procurement Portal of Government of Karnataka (https://kppp.karnataka.gov.in)	21.05.2026 from 17:30 Hrs
Date of Pre-bid Meeting and venue	26.05.2026 at 15.00 Hrs Office of the Executive Engineer,

	Special division, 19th main road, 2nd block, Rajajinagara, Bangalore-560010 E Mail: specialdivisionbwcc@gmail.com
Last date for seeking clarification if any	26.05.2026 at 15.00 Hrs

Last date and time for uploading of tender in Karnataka Public Procurement Portal platform	5.06.2026 up to 17.00 Hrs
Date and time of opening of tenders: Technical Bid & Technical Evaluation	6.06.2026 at 15.00 Hrs
Date and time of opening of tenders: Commercial Bid of technically qualified bidders	08-06-2026 at 15.00 Hrs Immediately after technical evaluation (If Possible)
Contact Person for queries	Executive Engineer (Special Division), Mobile: 9448539073 E Mail: specialdivisionbwcc@gmail.com
Place of Opening of Tenders and Address for communication	Office of the Executive Engineer, Special division, 19th main road, 2nd block, Rajajinagara, Bengaluru - 560010
EMD Amount	Rs. 20 Lakhs (out of which Rs 16 Lakh as Bank Guarantee and rest Rs. 4 Lakhs paid in KPP Portal) for each Zone wise bid

Note: Completed tender shall be uploaded through Karnataka Public Procurement Portal system only in the manner described in this Tender on or before the last date & time stipulated.

Table 1: Other important information related to the tender.

Sl. No.	Item	Description
1	Bid Validity Period	90 days from the last date of submission of proposals.
2	Payment of 5-months of bid value	As per Greater Bengaluru Area (Advertisement) Rules 2025.
3	Deadline / last date for signing contract	Within 15 working days of notice of award.
4	Term or time period for which the Commercial Advertisement Rights will be assigned and the agreement will be entered into with the bid winner	10-Years from the date of Agreement

I. Any Corrigendum / Addendum will be notified in the Karnataka Public Procurement portal only.

Sd/-
Executive Engineer
Special division,
Bengaluru West City Corporation

1. Copy Submitted to the PA to the Hon'ble Chief Commissioner, GBA to bring to the kind notice of Hon'ble Chief Commissioner, GBA, Head office.
2. Copy submitted to the Hon'ble Commissioner, BWCC for kind information.
3. Copy submitted to the Special Commissioner (Revenue), GBA for kind information.
4. Copy submitted to the Additional Commissioner (Development) / (Advertisement), BWCC for kind information.

5. Copy submitted to the Chief Engineer (Zone-1), BWCC for kind information.
6. Copy submitted to the Deputy Commissioner (Advertisement), GBA for kind information.
7. Copy submitted to the Superintending Engineer (Zone-1), BWCC for kind information.
8. Copy to the Public Relation Officer, BWCC for information and to publish the same in two leading Newspapers in Kannada and English.
9. Notice Board / Office Copy.

Executive Engineer
Special Division
Bengaluru West City Corporation

1. Introduction

1.1 Background

1.1.1 Bengaluru West City Corporation (BWCC) is one of five City Corporations for Bengaluru City which is the third largest Metropolitan City in India and has seen tremendous growth since the city was established. The Bengaluru West City Coporation (successor of what was first established as Greater Bengaluru Municipal Corporation on 27 March 1862) has been responsible for sustaining and managing Bengaluru's civic body and infrastructure. The BWCC is also responsible under section 160, 161, 162 and 163 of the Greater Bengaluru Governance Act, 2024, for the complete regulation, management and according approval to erect, exhibit, fix or retain any kind of advertisement or display within the Corporation limits.

1.1.2 The Greater Bengaluru Area (Advertisement) Rules 2025 have been promulgated under the Greater Bengaluru Governance Act 2024 (GBG Act 2024) which prescribe the details of operationalization of the provisions of the GBG Act 2024 with respect to advertisements.

1.1.3 The Bengaluru West City Corporation (BWCC) desires to assign the rights to qualified registered/licensed advertisers for commercial advertisements in the BWCC as per the Greater Bengaluru Area (Advertisement) Rules 2025.

1.1.4 The whole BWCC has been divided into 2 Zones and the bids are called in this RFP for each Zone as a unit. The following type of areas/roads, as detailed in Annexure-1, will be available to the bid winners to commercially advertise in a zone – strictly as per the Greater Bengaluru Area (Advertisement) Rules 2025 –

1. Roads with width not less than 18 meters
2. Areas declared as commercial or business or industrial in the 2015 Master Plan of Bengaluru City the roads with width not less than 6 meters the commercial advertisements are allowed.
3. Circles

1.1.5 The abstract of the expected Square Feet of the advertisement space available in each of the 10-Zones and the minimum prescribed bid value based on the per square foot rate as per the Greater Bengaluru Area (Advertisement) Rules 2025, is a follows (**the details are in Annexure-1**).

1.1.6

Sl. No.	City Corporation & Zone	No of Roads as per the minimum rate allowed in Bid		Length of various roads in KM		Minimum Monthly Advertisement Fee for bid as per (Rate x Length x Ad Space per KM)
		Rs70/ Sqft per month roads	Rs75/ Sqft per month roads	Rs70/ Sqft per month roads	Rs75/ Sqft per month roads	
1	2	3	4	5	6	8
1	West, Zone1	62	11	159.39	69.24	₹79,017,900

NOTE: The above numbers are the minimum quantum of the advertisement space in each Zone and the BWCC as well as the Bid Winner are at liberty to identify more areas and roads in accordance with the Greater Bengaluru Area (Advertisement) Rules 2025 for which, thereupon, the commercial advertisement rights will be assigned to the Bid Winner of the Zone at the tender winning rate, at the discretion of the BWCC. Any additional commercial advertisement space assigned to a Bid Winner shall be liable to pay the Monthly Advertisement Fees as per the bid winning rate and in accordance with the Greater Bengaluru Area (Advertisement) Rules 2025. Further, with respect to the additional

Advertisement Space assigned to a bid winner, he shall deposit to the BWCC additional Performance Bank Guarantee or Security equal to six months' Monthly Advertisement Fee for the additional advertisement space so assigned as prescribed in Greater Bengaluru Area (Advertisement) Rules 2025.

1.1.7 **Note:** As per Rule 8 of the Greater Bengaluru Area (Advertisement) Rules 2025 the commercial advertisement space being given under this tender does not include the PPP or public infrastructure advertisement or the Metro Advertisement rights already assigned or as may be assigned under the said Rule 18 hereinafter by the BWCC. The same shall be saved. The decision of the Commissioner as per Rule 8 and the Greater Bengaluru Area (Advertisement) Rules 2025 in this regard shall be final. Similarly, the legacy advertisements and the LED self-advertisements converted into Commercial Advertisements under Rule 8 shall not count towards the quantum of commercial advertisements that can be displayed and commercial rights for them are independently granted under the said Rule by the Commissioners.

1.1.8 The Greater Bengaluru Area (Advertisement) Rules 2025 read with the Greater Bengaluru Governance Act 2024 shall govern the assignment of the commercial advertisement rights under this tender.

1.2 General Provisions as regards Commercial Advertisements being assigned through this tender –

Subject to the Greater Bengaluru Area (Advertisement) Rules 2025 *and the GBG Act, 2024, the relevant provisions of Rules are extracted below for information & compliance of all the bidders –*

(i) No advertisement, other than self-advertisement, shall be permitted on any road less than Eighteen Meters in width subject to these Rules:

Provided that, in case of areas declared for Commercial or Industrial use under the approved master plan, the said prohibition on advertisements on less than sixty feet road width shall not apply but shall be subject to restrictions & regulations as per these Rules.

(ii) The maximum size and dimensions permitted for an individual advertisement or display shall be as specified in Schedule-III.

(iii) Subject to maximum size and dimensions of an individual advertisement and other conditions and restrictions specified under these Rules, the maximum permissible paid advertisement on every running length of a road (as specified below) or at a circle or an area shall be as follows, –

Road/Circle/Area Type	***Maximum permissible paid advertisement area per running 200 meter of road (both sides included) or Circle or Area***
Road width or RoW not less than 18 meters but less than 24 meters	*1000 square feet (both road-sides included) per 200 meter of road length:*

Road width or Row less	*12 less than 24 meters but*	*1200 square feet (both road-sides included) per 200 meter of road length:*

less than 30 meters	
Road width or Row not less than 30 meters but less than 60 meters	*1500 square feet (both road-sides included) per 200 meter of road length:*
Road width or Row not less than 60 meters	*1600 square feet (both road-sides included) per 200 meter of road length:*
Circle	*3000 square feet per fifty thousand square feet Circle area:*
Any other Area/Locality declared as Commercial or Industrial area in the Master Plan or by the Commissioner	*(i) For roads more or equal to 18 meters width – same as above.* *(ii) For roads less than 18 meters but not less than 12 meters in width = 600 Square feet (both side included) per 200 meters* *(iii) For roads less than 12 meters but not less than 6 meters = 500 Square feet (both side included) per 200 meters*

Provided that the Commissioner may, by order, declare specified areas or roads as the "Special Business or Commercial Area/Roads" then in such areas or roads the commercial advertisement limits given in above table shall be for every 100 meter instead of per 200 meters.

Provided that inter-se distance between two commercial hoardings or bill-boards, subject to these Rules, shall not be less than 50 (fifty) meters as measured from edge of one hoarding to another. This shall not apply to V-Shaped hoarding carrying two hoardings back-to-back facing in opposite directions.

(iv) The Commissioner, within the upper limits of advertisement area allowed on a two hundred meters length of road or the area of a Circle or an open plot or locality, may vary other restrictions, including increasing the minimum inter-se distances between the advertisement displays, reducing the advertisement display area allowed for advertisements per 200 meters; in larger public interest and to preserve the aesthetics and look of the city.

(v) The CITY CORPORATION shall divide the whole city into suitable stretches of roads, circles and areas through a notification with approval of the Commissioner which may be issued and modified from time to time and the paid advertisements shall be permissible only on these roads, circles and areas as specified in these Rules.

(vi) The right to do paid advertisements on these road stretches, circles and areas shall be given only to the licensed advertising agencies through an open auction/tender in accordance with the Karnataka Transparency in Public

Procurement Act, 1999 (Karnataka Act 29 of 2000) and rules made there under, conducted through e-procurement portal of the Government. The minimum Advertisement Fee for the same shall be as per minimum rates specified in Schedule-II. Provided that the Government may from time to time by Notification increase the minimum prescribed advertisement fee rates in Schedule-II and same shall be payable by everyone who is required to pay

as per the minimum Advertisement Rates in Schedule-II. Provided further that if the Contract Agreement or the order assigning the advertisement rights specifically prescribes non-escalation or the prescribed advertisement fee rate is already more than the revised rate then the said revision shall not be applicable in such cases.

(vii) The bid winner with respect to any stretch of road or circle or area shall have the right to utilize the same for advertising on behalf of other or for others in accordance with these Rules. The advertisement spots, premises or spaces can be either privately owned or owned by Government or Government owned Public sector Units or the CITY CORPORATION or any Government Agency. Before displaying any advertisement, apart from complying with the requirement specified under these Rules, the requisite agreements and permissions from the owners of the spots or buildings or vacant lands, both the Government and private owners, falling on the assigned road or Circle or the area, shall be done by the bid winner himself at his own costs and in accordance with applicable laws and rules in this regard:

Provided that, in case of private property or land on which the infrastructure for the paid advertisement is erected shall be charged and paid as additional property tax for each such advertisement to the CITY CORPORATION an amount as prescribed for advertisement hoardings, for the time period the advertisement infrastructure remains erected thereon.

Provided that in case of an erection of such an advertisement in common area in a Property which otherwise has multiple properties/owners then the management or the authority competent to grant the right to erect the advertisement in such a common area shall be liable to pay the additional property tax applicable for the advertisement hoardings. The erections and display by the Licensed Advertiser who has won the right to do commercial advertisements in an area or a road or a Circle, shall also be allowed on the residential properties as per these Rules and such properties shall also be liable to pay the prescribed additional property tax for each erection to the CITY CORPORATION.

Provided also that, in case the said property or land is a B-Register property or does not have any Khata from the City Corporation then commercial advertisement thereon shall not be permitted and such a property always has an option to obtain A-Khata after duly complying with the prescribed requirements and then be used for erection of commercial advertisements as per these Rules.

The CITY CORPORATION reserves right to remove the advertisements on any such properties or lands which are without Khata or outside property tax list immediately upon their coming to the notice of the CITY CORPORATION.

Provided further that the advertisements or displays on Bengaluru Metro Pillars and Bengaluru Metro Stations and Infrastructures belonging to the Bengaluru Metro Rail Corporation Limited (BMRCL) are excluded from the

assigned rights to any bid winner even when the same falls within the assigned area or road or Circle. The same shall be put to separate suitable tender by the by the BMRCL in conformity with these Rules and subject to payment of the Advertisement Fee and other levies as prescribed in these Rules.

NOTE: *The advertisement fee payable to the CITY CORPORATION is only for the rights to do advertisements for or on behalf of others. No right whatsoever accrues to such an advertiser merely by virtue of payment of advertisement fee to CITY CORPORATION to erect or display any advertisement or display on any property or land or plot falling on the assigned road or area or Circle without independently taking permission of the owner thereof and entering into a proper agreement for the same. The money payable to the owner of the property or land for such a usage by the licensed advertiser shall be over and above the advertisement fees payable to the CITY CORPORATION and are left to be decided between the licensed advertiser and the property owner.*

(viii) The City Corporation, through its Special/Additional Commissioner (Advertisements) or the Zonal Joint Commissioner or the authorized officers, shall enforce these Rules to ensure that no unauthorized advertisement comes up on any road or Circle or area, including the roads, circles and areas allotted to the licensed advertisers. Any unauthorized advertisement shall be forthwith removed and any advertisement fees or penalty or other dues with respect to such unauthorized advertisement shall be collected and retained by the CITY CORPORATION in accordance with these Rules. The licensed advertiser assigned to the road or Circle or area where the enforcement is done by CITY CORPORATION, shall be bound to assist the CITY CORPORATION in the enforcement and removal of the unauthorized advertisements.

(ix) The open auction/tender of the stretches of roads, circles and the areas may be done individually or after clubbing them together in suitable lots. The decision in this regard shall be taken by the Commissioner in the best interest of the Corporation.

(x) The assignment and all auctions/tenders with respect to advertisements inside the properties of railway or Bengaluru Metro Rail Corporation Limited (BMRCL) or bus-stands or Karnataka State Road Transport Corporation (KSRTC) or Bangalore Metro Transport Corporation (BMTC) or other Government owned Public Sector Units, which are visible to public visiting inside these properties, shall be decided by the concerned agencies themselves as per their own rules and procedures and the proceeds thereof shall be fully retained by these agencies.

(xi) The tender to award the rights to advertisement on the BMRCL pillars, piers etc which are visible to open public spaces may be done by the BMRCL. This award by the BMRCL shall be in conformity of these Rules and subject to regulation by the City Corporations. The advertisement revenues shall be liable to be paid by the vendor for assigned advertisement rights for the space allowed irrespective of the fact whether the space is actually put to use for advertisement or not. The advertisement revenues collected from assignment of the advertisement rights (except advertisement revenues for inside advertisements within the properties of the BMRCL which are exempted from the advertisement fees) shall be put in a joint bank account of the CITY CORPORATION and the BMRCL exclusively opened for this purpose and the same shall be shared equally between CITY CORPORATION and

BMRCL. Provided that the BMRCL shall not assign advertisement rights to anyone under this provision at a rate less than the rate prescribed in Schedule II.

(xii) The right to display any advertisement visible from the public streets or roads, including on properties of any Government Department, Public Sector Unit or Government owned agency, shall be assigned only by the concerned CITY CORPORATION and through public auction/tender specified in

these Rules and the advertisement fee thereof shall be fully payable to the CITY CORPORATION.

(xiii) It is clarified that in addition to payment of the Advertisement Fees which an advertiser is bound to pay as per these Rules, the Government Agency or the Public Sector Unit or the Government Department, is at liberty to collect Ground Rent for allowing use of their properties for advertisement after approval and assignment by the CITY CORPORATION.

(xiv) In case any category of free or self-advertisement exceeds the maximum specified size as per provisions of these Rules, the same shall be liable to pay for full area of the advertisement to CITY CORPORATION at applicable minimum Advertisement Fee rate as per Schedule-II.

Illustration: *If a shop is permitted for a free self-advertisement under these Rules upto 150 sq. ft., but has erected self-advertisement of 175 sq. ft., then it shall be liable to pay minimum advertisement fee applicable as per Schedule 2 for the full 175 sq.ft. of the self-advertisement. The same are liable to be removed by the CITY CORPORATION in case the same violates any of the conditions in these Rules.*

Provided that in case of "Malls" – where the word "Mall" shall mean a large indoor or enclosed shopping centre which falls under and is paying Property Tax under Category-VI as per the Bruhat Bengaluru Mahanagara Palike Notification No. Commr/BBMP-DC(Rev)/5675/15-16 dated 9th March 2016 and which has paid up-to-date property tax, are allowed to do commercial advertisements, other than self-advertisements for on-premises entities which are free-of-cost up to the size restrictions prescribed under these Rules, on their premises and buildings facing the public roads subject to the size and other restrictions as applicable for commercial advertisements. The said commercial advertisements, other than self-advertisements, shall be liable to pay to the CITY CORPORATION the advertisement fees at the applicable minimum Advertisement Fee rate as per Schedule-II. These commercial advertisement shall not be counted towards the quantum of commercial advertisement permitted to a bid winner of the area/road/circle on which the "Mall" falls. In case of any dispute arises with regard to size and restrictions as to commercial advertisements on a "Mall" facing the public roads, the decision of the Commissioner shall be final.

(xv) Any unauthorized or illegal advertisement shall be removed immediately when it comes to notice, but both the owner of the premises or land where the unauthorized advertisement was displayed and the advertiser are liable to pay penalty at a rate of twice the Advertisement Fee fixed in auction/tender for the said road or Circle for the period of erection – that is until removal. Therefore, penalties for unauthorized or illegal advertisement shall be liable to be paid from the date of erection of the infrastructure for advertisement whether actual display of advertisement is done or not and until the removal of the same.

Provided that where no such rate has been fixed, then at the rate fixed in auction/tender for the nearest road or Circle or area or at the Minimum Advertisement Fee fixed for the said road or Circle or area in Schedule-II, whichever is higher.

(xvi) The advertisement fee for authorized advertisements or displays shall become due to be paid upon completion of six months preparatory period from the date of assignment of advertising rights under these Rules in case the advertisement rights being assigned in a given bid exceeds 2000 Square Feet but shall be three months when assigned advertisement space in a given bid does not exceed 2000 Square Feet. The said preparatory period shall not be extended under any circumstances beyond an additional period of three months that Commissioner City Corporation shall order clearly

giving extraordinary circumstances occasioning such permission of the extension. Provided that any advertisement infrastructure actually erected and put to commercial advertisement before the completion of preparatory period shall be liable to pay the applicable Advertisement Fee and after the expiry of the preparatory period the full advertisement fee shall be payable whether or not the erection or actual display of advertisement is started. The said date shall be called the Effective Date for the purposes of payment of advertisement fees. The advertisement fees or the penalties, as the case may be, shall be paid for each completed month from the date they become due. Any delay in payment of the authorized advertisement dues shall be levied with interest charges at a rate of eighteen percent (18%) for the delayed payments.

Illustration: *If an advertisement right for an authorized advertisement is assigned on 17.5.2023 by way of signing of the Agreement, then the Effective Date for advertisement fee payment shall be 17.11.2023 and its first month's payment shall be made for the first month completed on 17.12.2023 and second month completed on 17.01.2024 and so on. In case no payment is made by 24.12.2023 (completion of 7 days beyond the deadline for payment), then interest at the rate of 18% shall be charged for delay for first monthly payment and so on.*

(xvii) Any arrears or unpaid demand for the advertisement from either a licensed advertiser or anyone who is liable to pay the advertisement fee or penalty or interest, if it remains unpaid despite becoming due, shall be recovered mutatis mutandis in the manner prescribed for recovery of demand or arrears of property tax, including by seizure or distraint and distress sale of the moveable properties, attachment of bank accounts or immovable properties and distress sale of immovable properties of the person liable to pay the same. Such a defaulter shall be liable for criminal action under relevant sections of the Act.

(xviii) The CITY CORPORATION shall endeavor to bring the implementation and management of all advertising activities, issuance of licenses and approval or decision ONLINE, through appropriate software as expeditiously as possible. Once the same is done then all the relevant activities and actions specified under these Rules shall be done on and through the said software.

Note:

(i) Tenders for all advertisement displays in the CITY CORPORATION jurisdiction shall be invited and processed by the CITY CORPORATION.

(ii) the tenders shall be called by CITY CORPORATION as per suitable lots and sizes as decided by the Commissioner, in accordance with these Rules.

(xix) The ten percent of the advertisement time on each electronic display on a daily basis and for non-electronic display for such twenty days in a year for each hoarding as may be directed by the CITY CORPORATION or the Government in this regard, the advertisement license winner of any area or road or the circle shall put for advertisement serving public good, free of

cost. Provided that no advertisement fee shall be liable to be paid for the period of advertisement and the quantum of the advertisement space actually used by the City Corporation or the Government under this Rule.

(xx) There shall be reservation for the Scheduled Castes and the Scheduled Tribes in assignment of the advertisement rights to do advertisements/displays on behalf of others as per percentage

of population of the Scheduled Caste and Scheduled Tribe in the Greater Bengaluru Area as per the latest National Population Census duly published by the Registrar General and Census Commissioner of India.

NOTE: In view of corresponding proposed amendment to above Rule 3 clause (xvi) and in accordance with the said proposed amendment, the Government has approved to incorporate the following in this tender as regards the quantum and liability to pay the applicable advertisement fee –

The requirement to pay the Advertisement Fee after the preparatory period and with effect from the Effective Date shall be 40% (forty percent) of the total advertisement space assigned in the tender or the advertisement space actually erected (irrespective of the fact whether the advertisement space is commercially let out or not) – whichever is higher.

Provided that in case even after 12-months of date of signing of the Agreement, the bid winner fails to start payment of full advertisement space assigned to him then for the roads and areas for which he has failed to start the payment of the assigned advertisement space, the tender for the said roads and areas or part thereof shall be deemed to have been terminated and shall become available to the City Corporation for re-tender, free from any claims or encumbrances of the existing bid winner. The Bid Security already furnished by the existing bid winner shall not be refunded either partly or in full in such cases.

1.3 Tender Process

1.3.1 There are 2 Zones in the BWCC and this tender calls for the bids for each of the Zone separately.

1.3.2 Eligibility for Bidding across Multiple Zones

A bidder may submit bids for any number of Zones. However, the bidder must satisfy the cumulative turnover and other eligibility requirements prescribed in the Technical Bid.

If a bidder submits bids for more Zones than permitted based on their turnover, the BWCC will, during technical evaluation, restrict the bidder's qualification to the maximum number of Zones that their turnover supports.

Accordingly:

- Bids exceeding the bidder's eligibility shall not be considered.
- The Financial Bid will be opened only for the number of Zones for which the bidder is found technically qualified.
- Financial bids for the remaining Zones shall be rejected due to inadequate turnover.

Short listing Method:

Where the number of Zones bid for exceeds the bidder's eligibility, the Zones for which the bidder will be considered shall be shortlisted in descending order of the minimum monthly Advertisement Fee specified in the Table under Paragraph 1.1.5 in this due regard shall be kept of the bids such a bidder may have made for Zones in another City Corporation Advertisement Tender.

1.3.3 No person except the licensed or registered advertiser shall be allowed to participate in the this tender. The intended bidders shall mandatorily enroll themselves as licensed or registered advertisers with the BWCC or any of the five Bengaluru City Corporations by furnishing the required information, documents and the security as per the Greater Bengaluru Area (Advertisement) Rules 2025.

1.3.4 The bids shall be called on the eProcurement Portal of the eGovernance Department, Govt of Karnataka at https://kppp.karnataka.gov.in and in two parts –

(i) Technical Qualification (ii) Financial Bid Evaluation

1.3.5 The first part (the "Qualification Proposal") shall comprise of the technical evaluation of the bids (the "Qualification") of the bidder and shall be called the technical bid. The licensed or registered advertisers with BWCC or any of the five City Corporations alone are eligible to participate in this tender. The process to register and obtain Advertiser License is in the Greater Bengaluru Area (Advertisement) Rules 2025 and anyone interested shall apply and obtain License as Advertiser after fulfilling the prescribed requirements prescribed in the Greater Bengaluru Area (Advertisement) Rules 2025. In addition to being a Licensed Advertiser the other conditions to qualify and not be disqualified shall be as per this tender.

1.3.6 At the end of the Technical Bid evaluation, the BWCC, along with other Bengaluru West City Corporations, will announce a list of technically qualified Bidders who fulfill the minimum prescribed qualification criteria and then the Bids (the "Financial Proposals") of the only the Technically qualified bidders shall be opened. The Bidders who have been technically qualified in the technical bid evaluation can participate in the financial bid opening ONLINE by accessing the portal on the time and date fixed for opening the financial bid.

1.3.7 The Financial bid shall be evaluated based on the per square foot rate payable as the advertisement fees to the BWCC each month. The financial bid format is as prescribed in this tender at **Appendix V** and shall be filled online on the e-Procurement Portal for each Zone separately. Each Zone is treated as a separate package and assigned independently as per this RFP. This rate shall be converted into the amount payable each month as per the advertisement space made available to the bid winner. The Appendix V contains the Zone wise roads, areas and the quantum of the

advertisement space for which the Bid Winner is liable to pay the monthly advertisement fee. The **Annexure-1**, in turn, contains the road/area wise break-up of the same. No rate lesser than the minimum prescribed rates in the Financial Bid at Appendix V, which has been arrived at as per Schedule-II of the Greater Bengaluru Area (Advertisement) Rules 2025 for relevant road, shall be

accepted. The said Schedule-II has been converted into road wise minimum per square foot rate in **Annexure-1** below which the bids shall be rejected. However, the bids shall be in format in Appendix V and it can be correlated road wise using **Annexure-1**. The decision of the BWCC as regards the length and width of any road as well as the extent of an "area" and the minimum per square foot bid rate as given in **Annexure-1** and **Appendix V** shall be final. Provided that BWCC reserves the right to modify the length and width of any road as well the extent of any "area" at any time including after the award of the commercial advertisement rights. The bid winning rates of "Rupees per Sq Foot per Month" shall be applicable as per any such revised road lengths, widths and extents of "area".

1.3.8 **The Commissioner on his own motion or upon request of the bid winner may add or delete or modify a road or area for the purpose of assignment of the commercial advertisement rights. Once such a deletion or addition or modification happens then as per the bid winning rate of the bid winner the added road or area shall be liable for payment of the Monthly Advertisement Fees. Similarly in case of deletion the corresponding Monthly Advertisement Fees shall not be payable and the commercial advertisements on the deleted area or road shall not be erected or if already erected should be immediately removed. No compensation for any financial impact on the bid winner shall be liable to be reimbursed for any advertisement so removed from the road or area ordered to be deleted from the list of allowed commercial advertisement areas or roads. The Bid Winner shall fully indemnify the BWCC from any claims by anyone arising out of such a removal**.

The Performance Security in the form of Performance Bank Guarantee or a Surety Bond given to the BWCC equal to 6-months' Monthly Advertisement Fee shall be liable to be correspondingly increased in case of addition of roads or area or increase in length of any road or area. However, the said Performance Security shall not be reduced nor refunded corresponding to reduction of length of any road or an area or deletion of any road or area from the list of allowed roads or the areas. It is clarified that reduction in area due to deletion or modification of any road or area shall not exceed more than 10% (Ten percent) of the awarded quantum of commercial advertisement space. However, increase or addition in commercial advertisement space may be increased as per the decision of the BWCC.

1.3.9 The commercial advertisement rights shall be awarded for a period of 10-years from the date of signing of the Agreement.

1.3.10 The BWCC at its discretion, reserves the right to accept / reject any Bid / Financial Proposal and the decision of the BWCC in this behalf shall be final

and conclusive, which shall be binding on the Applicants/Bidders.

1.3.11 The draft Agreement will to be released two days before the day of Pre-Bid conference.

1.3.12 Tender Processing Fee: Each bidder shall pay tender processing fee, as mentioned in the e-Procurement portal, through any of the following 4 e- Payment options only:

1. Credit Card
2. Direct Debit
3. National Electronic Funds Transfer (NEFT) [Challan to be generated through e-Procurement System prior to payment]
4. Over the Counter (OTC) – designated ICICI bank branches located across the country [Challan to be generated through e-Procurement System prior to payment]

Details regarding e-Payment, may be seen at e-Procurement website https://kppp.karnataka.gov.in

1.3.13 The Bid Security or the Earnest Money Deposit (EMD) shall be Rs. 20 Lakhs (Rupees Twenty Lakhs only) out of which Rs 4-Lakhs shall be paid online in eProcurement Portal and the rest in the form of Bank Guarantee which should be uploaded as part of the technical bid. The ONLINE payment through eProcurement Portal shall be paid through any of the following 4 e-Payment options only on the eProcurement Portal itself (https://kppp.karnataka.gov.in) –

1. Credit Card
2. Direct Debit
3. National Electronic Funds Transfer (NEFT) [Challan to be generated through e-Procurement System prior to payment]
4. Over the Counter (OTC) – designated ICICI bank branches located across the country [Challan to be generated through e-Procurement System prior to payment]

And the bidders shall ensure the credit of Earnest Money Deposit in the respective bank account of e-Procurement on or before the last date for submission of tender.

1.3.14 In respect of the successful bidder, the EMD shall be refunded only after the receipt of Performance Security in the form of Performance Bank Guarantee or Surety Bond of an amount equal to 6-months' Monthly Advertisement Fee as per the winning bid. The EMD of unsuccessful bidders will be refunded after issuing the Letter of Intent to the successful bidder

1.3.15 The Bid shall be summarily rejected if it is not accompanied by the Bid Security or the EMD.

1.3.16 Any queries or request for additional information concerning this tender shall be submitted in writing or e-mail to the officer designated on company letter with proper communication address given in notification of the tender. The envelopes/ communication shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: Tender for assignment of commercial advertisement rights in the Bengaluru West City Corporation".

2. Instructions to the Bidders

2.1 Eligibility of Bidders

2.1.1 For determining the technical eligibility of Bidders, the minimum qualification shall be as follows:

a. The Bidder shall be a valid Licensed or Registered Advertiser with the BWCC or any of the five Bengaluru City Corporations as per the Greater Bengaluru Area (Advertisement) Rules 2025.
(The details of how to register oneself to become a Licensed Advertiser with the BWCC or any of the five Bengaluru City Corporations is in the Greater Bengaluru Area (Advertisement) Rules 2025)

b. The Bidder shall not have unpaid over dues for advertisement or ground rent or any other advertisement related dues of the BWCC or any of the five Bengaluru City Corporations. In this regard the bidder shall upload "No due certificate" from the advertisement section of all the five Bengaluru City Corporations certifying that the agency/person/firm /proprietor /has no over dues from Advertisements or related dues.

c. **Minimum Average Annual Turnover**

The bidder must have a minimum average annual turnover for the last three financial years (FY 2021-22, 2022-23, 2023-24; FY 2024-25 optional, if available) that is not less than the minimum advertisement fee payable for Six (6) months for the Zone being bid.

Where a bidder submits bids for multiple Zones, the bidder's average annual turnover shall be not less than the aggregate of the three-month minimum advertisement fee of all such Zones combined. This requirement applies to bids across all five Bengaluru City Corporations.

Illustration:

As per the Table in Paragraph 1.1.5:

- Bengaluru West City Corporation – Zone-1 monthly minimum advertisement fee: ₹79,017,900
- Bengaluru East City Corporation – Zone-1 monthly minimum advertisement fee: ₹7,84,31,000

If a bidder bids for both Zones, the required average annual turnover

shall be: 6 × (₹79,017,900+ ₹7,84,31,000) = ₹15,74,48,900

If the bidder's average turnover is less than ₹15,74,48,900 but sufficient to qualify for each Zone individually, the City Corporations reserve the right to technically qualify the bidder for only one Zone and reject the bid for the remaining Zone(s) due to inadequate combined turnover as per criteria laid at
1.3.2 above.

d. A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause (c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (b) subject always to sub-clause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject

Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (b) if the

shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

(ii) a constituent of such Bidder is also a constituent of another Bidder; or

(iii) such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any Associate thereof;

(iv) Such Bidder or any Associate thereof has participated as a consultant to the BWCC in the preparation of any documents, design or technical specifications of this tender.

(v) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the BWCC or any other Bengaluru City Corporation is engaged by the Bidder, its Member or any Associate thereof in any manner for matters related to or incidental to this tender. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this tender.

e. The bidder's **net worth** must be at least equal to or more than the amount of advertisement fee payable for 6 months for the zone they are bidding for.

2.1.2 Any entity which has been barred by the West/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Bidding, would not be eligible to submit a proposal. A self-certificate of not black-listed or barred by any such West/State Government or an entity controlled by it, shall be submitted after duly notorizing it on a non-judicial stamp paper not less than Rs 500 in value or of the value as prescribed by the Department of Stamps & Registration – whichever is higher.

2.1.3 A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidde nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder. A self-certificate of not black-listed or barred by any such West/State Government or an entity controlled by it, shall be submitted after duly notorizing it on a non-judicial stamp paper not less than Rs 500 in value or of the value as prescribed by the Department of Stamps & Registration – whichever is higher. This could be in the same Self-Certification as given for not being black-listed.

2.1.4 The following conditions shall be adhered to while submitting the Proposal:

a. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

b. Information supplied by a Bidder must apply to the Bidder and not, unless specifically requested, to other associated companies or firms;

c. in responding to the qualification criteria submission, Bidders should demonstrate their capabilities in accordance with Clauses above;

3. General Terms & Conditions

1) The Bidder should submit a Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Bid to commit the Bidder.

2) The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

3) The Bidding Documents including this tender and all attached documents are and shall remain the property of the BWCC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The BWCC will not return any Bid, or any information provided along therewith.

4) This tender is not transferable.

5) Any award pursuant to this tender shall be subject to the terms of Bidding Documents.

6) The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The BWCC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

7) Local Visits and verification of information

Bidders are encouraged to submit their respective Bids after visiting the local areas and roads and ascertaining for themselves the local conditions, existing structures, location, surroundings, climate, applicable laws and regulations, and any other matter considered relevant by them.

8) It shall be deemed that by submitting a Bid, the Bidder has:

i. made a complete and careful examination of the Bidding Documents;

ii. received all relevant information requested from the BWCC;

iii. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the tender or furnished by or on behalf of the BWCC relating to any of the matters;

iv. satisfied itself about all matters, things and information necessary and required for submitting an informed Bid including the bidder's obligations;

v. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the tender shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the BWCC, or a ground for termination of the Agreement; and

vi. Agreed to be bound by the undertakings provided by it under and in terms hereof.

4. Right to accept and to reject any or all bids

(1) Notwithstanding anything contained in this tender, the BWCC reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there for.

(2) The BWCC reserves the right to reject any Bid and appropriate the Bid Security if:

i. at any time, a material misrepresentation is made or uncovered, or

ii. The Bidder does not provide, within the time specified by the BWCC, the supplemental information sought by the BWCC for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.

(3) In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material

misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet assigned the advertisement rights either by issue of the LOI or entering into of the Agreement, and if the Bidder has already been issued the LOI or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to

the contrary contained therein or in this tender, be liable to be terminated, by a communication in writing by the BWCC to the Bidder, without the BWCC being liable in any manner whatsoever to the Bidder, as the case may be. In such an event, the BWCC shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the BWCC for, inter alia, time, cost and effort of the BWCC, without prejudice to any other right or remedy that may be available to the BWCC.

(4) The BWCC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the tender. Failure of the BWCC to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the BWCC thereunder.

5. Clarifications

(1) Bidders requiring any clarification on the tender may notify the BWCC in writing or by e-mail on company letter head having proper communication address with name of contact person designated as authorized signatory in accordance option to raise Pre-Bid queries provided above. They should send in their queries before the date mentioned for the Pre-Bid meeting. The BWCC shall endeavor to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Bid Due Date.

(2) The BWCC shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the BWCC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the BWCC to respond to any question or to provide any clarification.

(3) The BWCC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the BWCC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by BWCC or its employees or representatives shall not in any way or manner be binding on the BWCC.

(4) The BWCC shall upload all the clarifications, updates, queries and its responses thereto, on the eProcurement Portal and it shall be adequate communication of the same to all the bidders. It is the duty of the Bidders to regularly visit and see the eProcurement Portal of eGov Department and update themselves of all the replies and up-dates or addendums or changes given by the BWCC. The BWCC does not take responsibility to individually communicate to any bidder any update, communication, reply or responses to its queries or questions.

6. Amendment of Tender

(1) At any time prior to the deadline for submission of Bids, the BWCC may,

for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Tender by the issuance of Addenda.

(2) Any Addendum thus issued will uploaded on the eProcurement Portal and it shall be the duty of every bidder to see the same on the eProcurement Portal. The BWCC does not commit to provide replies to individual bidders.

(3) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the BWCC may, at its own discretion, extend the Bid Due Date.

7. Bid Submission

Tenders/Bids must be electronically submitted (online through Internet) within the Date and Time published in e – Procurement Portal at https://kppp.karnataka.gov.in.

8. Language

The Bid Proposal and all related correspondence and documents in relation to the Bidding Process shall be in English language. The supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

9. Sealing and Marking of Tenders

A. The Bidder shall provide all the information sought under this RFP. The BWCC will evaluate only those Bids that are received in the required formats and complete in all respects on the e-procurement mode online at https://kppp.karnataka.gov.in. Incomplete and /or conditional Bids shall be liable for rejection.

(1) The Bid and its Copy shall be typed or written in indelible Blue or Black ink and signed by the authorized signatory of the Applicant / Bidder who shall also initial each page in Blue or Black ink. In case of printed and published documents, only the cover shall be initialized. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialized by the person(s) signing the Bid. The hard copies of each part of the Bid shall contain page numbers and shall be bound together. It is again clarified that no physical documents shall be submitted to the BWCC and whole bid shall be at https://kppp.karnataka.gov.in and only if specifically asked by the BWCC. Any bidder submitting any document either the technical bid or the financial bid physically to the BWCC shall stand summarily rejected in technical evaluation itself.

(2) Each proposal / Bid e-submission vide e-procurement portal https://kppp.karnataka.gov.in. shall comprise of the following: Technical Bid: “Qualification Proposal” or the “Technical Bid”

i. Information in the prescribed format (Appendix-I) along with Annexures 2 to 4 and supporting documents.
ii. Copy of the registration as a Licensed Advertiser issued by the BWCC (See BWCC Advertisement Bye Laws 2024).
iii. Copy of the No-Dues-Certificate issued by the BWCC
iv. Power of Attorney for signing the Bid as per the format at Appendix-II.

v. Copy of Memorandum and Articles of Association, if the Applicant / Bidder is a body corporate, and if a partnership then a copy of its partnership deed.

vi. Copies of Applicant / Bidder's duly audited balance sheet and profit and loss account for the preceding three years.

vii. The other documents as needed to be submitted as part of the Technical Bid.

(3) Please note that the "Financial Proposal" shall not be submitted physically nor disclosed in any form in the Technical Proposal. The Financial Bid shall only be filled up in the eProcurement Portal at https://kppp.karnataka.gov.in. **Any manual submission of Financial Bid or its disclosure in any form shall lead to immediate and summary disqualification of the Bidder. The format for the financial bid is in Appendix-V**

(4) All the correspondences / submissions shall be addressed to the address given in this tender for the said purpose.

(5) Bids submitted by telex, telegram or e-mail or any way other than through eProcurement Portal https://kppp.karnataka.gov.in shall not be entertained and shall be rejected.

B. Deadline for submission of the tenders

(i) Tenders must be received at the Website Address specified above no later than date & time specified in the Bid Process schedule.

(ii) The BWCC may extend the deadline for submission of Tenders, in which case all Rights and Obligations of the BWCC and the Tenderers previously subject to the Original Deadline will then be subject to the New Deadline.

(iii) Late tenders

Any Tenderer trying to submit the Tender after Deadline will not be accepted in the e – Procurement portal.

C. Modification and withdrawal of tenders

(i) Tenderers may modify Contents of the Covers before the Deadline prescribed in the relevant Clause.

(ii) Tenderers may withdraw their tenders by cancelling their bid on the website anytime before the deadline prescribed in this RFP.

(iii) No Tender may be modified and withdrawn after the deadline for submission of tenders.

(iv) Withdrawal or modification of a tender between the deadline for submission of tenders and the expiration of the original period of tender validity specified shall result in the forfeiture of the Earnest Money Deposit.

D. Rejection of bids

(i) The BWCC reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever. It is not obligatory for the BWCC to accept any bid or to give any reasons for their decision.

(ii) The BWCC reserves the right not to proceed with the bidding process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

E. Validity of bids

The Bids shall be valid for a period of not less than 90 (ninety) days from the Bid

Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the BWCC.

F. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the BWCC in relation to or matters arising out of or concerning the Bidding Process. The BWCC will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The BWCC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the BWCC.

G. Correspondence with the Bidder

The BWCC shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

10. Opening and evaluation of bids

A. General

(1) The BWCC shall open the ONLINE bids on the stipulated bid opening date and time, in the eProcurement Portal at the place specified in this tender and the Notice Inviting Tender and in the presence of the Bidders who choose to attend.

(2) The BWCC will examine and evaluate the eligibility criteria of Proposals in accordance with the provisions set out in this tender for the Technical Bids to evaluate the technical qualification of each of the bidders.

(3) Bidders are advised that qualification of Bidders will be entirely at the discretion of the BWCC as per the tender. Bidders will be deemed to have understood and agreed that BWCC is not bound to give explanation or justification on any aspect of the Bidding Process or selection beyond what is contained in this tender.

(4) Any information contained in the bid shall not in any way be construed as binding on the BWCC, its agents, successors or assigns, but shall be binding against the Bidder if the bid is subsequently awarded to it on the basis of such information.

(5) The BWCC reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all bid(s) without assigning any reasons.

(6) If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the BWCC may, in its sole discretion, disqualify the Bidder in technical evaluation.

(7) Where any information is found to be incorrect or false or amounting to a material misrepresentation, the BWCC reserves the right to disqualify such a bidder in technical evaluation.

B. Tests of responsiveness

(1) Prior to evaluation and opening of financial bids, the BWCC shall

determine whether each bid is responsive to the technical requirements of the tender in the technical evaluation of the bids. A Proposal shall be considered responsive and technically qualified only if:

(2) The bidder shall be qualified as per Section 2.1 above and not disqualified for any of the reasons provided for in this tender.

a) it is received as per formats at Appendix-I through e tender portal.

b) it is received on or before the Due-Date including any extension thereof if applicable;

c) it is numbered, signed, sealed, bound together, and marked as stipulated in relevant clauses and complete in all regards;

d) it is accompanied by the Power of Attorney as specified in relevant clause of this tender

e) it contains all the information and documents (complete in all respects) as requested in this tender;

f) it contains information in formats same as those specified in this tender;

g) it contains certificates as specified at Appendix-I of the tender;

h) it contains the Bid Security or EMD as prescribed in this RFP.

i) it does not contain any condition; and

j) Meets all the requirements prescribed in this tender to be technically qualified.

(3) The BWCC reserves the right to reject any Proposal or the Bid at the technical evaluation stage itself which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the BWCC in respect of such Proposal.

11. Clarifications

(1) To facilitate evaluation of Proposals, the BWCC may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal or the Bid. Such clarification(s) shall be provided within the time specified by the BWCC for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

(2) If a Bidder does not provide clarifications sought under Clause above within the prescribed time, its Bid shall be liable to be rejected. In case the proposal is not rejected, the BWCC may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the BWCC.

12. Bid Security or the Earnest Money Deposit (EMD)

(1) The Bidder shall furnish as part of its Bid, a Bid Security or the EMD referred to in the relevant Clauses hereinabove in the form of a bank

guarantee for Rs.16.00 Lakhs (Rupees Sixteen Lakhs Only) issued by a nationalized bank, or

a Scheduled Commercial Bank in India in favor of the BWCC in the format at Appendix - VI (the "Bank Guarantee") and having a validity period of not less than 180 days from the Bid Due Date, as may be extended by the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Commercial Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.The rest of Rs.4.00 Lakhs (Rupees Four Lakhs Only) shall be paid online to the eProcurement Portal of Government of Karnataka as provided for therein.

(2) Any Bid not accompanied by the Bid Security or the EMD shall be rejected by the BWCC as non- responsive.

(3) Save as provided in Clauses in this tender, the Bid Security or EMD of unsuccessful Bidders will be returned by the BWCC, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the BWCC.

(4) The Selected Bidder's Bid Security or the EMD will be returned, without any interest, upon the Bidder signing the Agreement and deposit of five months' winning monthly payable advertisement fee amount as interest free security deposit with the BWCC.

(5) The BWCC shall be entitled to forfeit and appropriate the Bid Security or the EMD as mutually agreed genuine pre-estimated compensation / damages to the BWCC as per this tender. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the BWCC will not suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security or the EMD shall be given to any Bidder.

(6) The Bid Security or the EMD shall be forfeited and appropriated by the BWCC at mutually agreed genuine pre-estimated compensation and damages payable to the BWCC for, inter alia, time, cost and effort of the BWCC without prejudice to any other right or remedy that may be available to the BWCC hereunder or otherwise, under the following conditions:

a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in relevant Clauses of this RFP;

b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;

c) In the case of Selected Bidder, if it fails within the specified time

limit - to sign the Lease Agreement and/or to furnish the Performance Security within the period prescribed there for in the Lease Agreement; or

d) In case the Selected Bidder, having signed the Lease Agreement, commits any breach thereof prior to furnishing the Performance Security.

13. Proprietary Data

All documents and other information supplied by the BWCC or submitted by the Bidder to the BWCC shall remain or become the property of the BWCC. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The BWCC will not return any Bid documents or any information provided along therewith.

14. Correspondence with the Bidder

Save and except as provided in this tender, the BWCC shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

15. Criteria for evaluation

1) Evaluation parameters

(1) Only those Bidders who meet the eligibility criteria specified in relevant Clauses about Technical Qualifications above shall qualify for Financial Bid opening. Financial Bids of bidders who fail to qualify in the technical evaluation of the bids shall not be opened.

(2) The Bidder’s eligibility, competence and capability shall be established by the following parameters as part of Technical Evaluation:

a) Technical Capacity; and
b) Financial Capacity

(3) BWCC may ask undertaking from bidder who are found to be technically deviating from BWCC's requirement. Bidder's fulfilling technical requirement prescribed in this RFP alone shall be considered for financial opening.

2) Opening and Evaluation of Bids

(1) The BWCC shall open the financial bids only of the technically qualified bidders in the eProcurement Portal https://kppp.karnataka.gov.in.

3) Selection of Bidder

(1) The bidder who is technically qualified as per this tender and who bids the highest amount payable to the BWCC per month for a Zone calculated based on the per square foot rate as the Advertisement Fee as per Annexure-1 shall be declared the Highest Bidder for that Zone. If the

highest Bidder withdraws or is not selected for any reason, the tender shall be cancelled and a fresh tender may be called at the discretion of the BWCC.

(2) If two or more Bidders quote the same financial bid for a Zone which is the per square foot rate converted into total Monthly Advertisement Fee payable for the commercial advertisement for a Zone; the BWCC shall declare the Highest Bidder by draw of lots from among the bidders bidding equal bids. The draw of lots shall be conducted, with prior notice, in the presence of the tied Bidders who choose to attend.

(3) After selection, a Letter of Intent (the “LOI”) shall be issued, in duplicate, by the BWCC to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement & acceptance thereof. In the event the duplicate copy of the LOI duly accepted and signed by the Highest Bidder is not received by the stipulated date, the BWCC may, unless it consents to extension of time for submission thereof, forfeit the Bid Security/EMD of such Bidder as pre-estimated loss and damage suffered by the BWCC on account of failure of the Highest/Selected Bidder to acknowledge & accept the LOI. The tender shall stand cancelled and a fresh bid may be called at the discretion of the BWCC.

(4) After acknowledgement of the LOI as aforesaid by the Selected Bidder, the Bidder shall submit Performance Security in the form of a Performance Bank Guarantee or a Surety Bond form an IRDA licenced Insurance entity for an amount equal to the six-months Monthly Advertisement Fee payable by the Bid Winner of a Zone within 15-days of date of issuance of the LOI. Only after the said submission, the BWCC will execute the agreement. In case of failure to give the said Performance Security within 15-days of the date of issuance of the LoI,the LoI shall stand cancelled and the EMD shall be forfeited to the BWCC free from any encumbrance or liability with no right whatsoever accruing to the Bidder.

16. **Due date for payment of Monthly Advertisement Fees by Bid Winner**

The Monthly Advertisement Fees become due to be paid after six-months preparatory period from the date of assignment of advertising rights under the Greater Benglauru Area Advertisement Rules 2025. The date of signing of the Agreement shall be the date of assignment of advertising rights and is called the "Effective Date" for the purposes of payment of advertisement fees. The advertisement fees shall be paid for each completed month from the date they become due. Any delay in payment of the authorized advertisement dues shall be levied interest charges at a rate of eighteen percent (18%) for the delayed payments. The termination for non-payment of the Monthly Advertisement dues in-time is a separate liability apart from the interest payment for the delay and the interest payment for the delays does not save the Bid Winner from the liability for termination for non-payment in time.

17. **Termination**

1) Non-payment or default in Monthly Advertisement Fee by the bid winner shall be a major breach of Agreement and the Agreement shall be terminated with a seven days' notice by the BWCC in event of non-payment of the same at any time once the due date of payment of the Monthly Advertisement Fee has passed and the same has not been paid.
2) The Monthly Advertisement Fee payment default is deemed to have happened in case of non-payment by the date when the advertisement fee becomes due for payment.

18. **Contacts during the Bid Evaluation**

Bids shall be deemed to be under consideration immediately after they are opened and until such time the BWCC makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the BWCC and/ or their employees/ representatives on matters related to the Bids under consideration.

19. **Fraud and Corrupt Practices**

1) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Lease Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Agreement, the BWCC shall reject a Bid, withdraw the LOI, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the

Bidding Process. In such an event, the BWCC shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the BWCC towards, inter alia, time, cost and effort of the BWCC, without prejudice to any other right or remedy that may be available to the BWCC hereunder or otherwise.

2) Without prejudice to the rights of the BWCC under Clause hereinabove and the rights and remedies which the BWCC may have under the LOI or the Agreement, if a Bidder is found by the BWCC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOI or the execution of the Lease Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the BWCC during a period of 2 (two) years from the date such Bidder is found by the BWCC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

3) For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

a. "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the BWCC who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Lease Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the BWCC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the BWCC in relation to any matter concerning the Project;

b. "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, to influence the Bidding Process;

c. "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

d. "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the BWCC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

e. "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of

restricting or manipulating a full and fair competition in the Bidding Process.

20. **Pre-bid conference**

1) Pre-Bid conferences of the Bidders shall be convened on the date specified in Schedule of bidding process given in this tender.
2) During the course of Pre-Bid conferences, the Prospective Bidders will be free to seek clarifications and make suggestions for consideration of the BWCC. The BWCC shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

21. **Miscellaneous**

(1) The Bidding Process shall be governed by, and construed in accordance with, the Karnataka Transparency in Public Procurement Act 1999 and Rules there under read with the laws of India. The Courts at Bengaluru shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

(2) The BWCC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

a. Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
b. Consult with any Bidder in order to receive clarification or further information;
c. Retain any information and/ or evidence submitted to the BWCC by, on behalf of, and/ or in relation to any Bidder; and/ or
d. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

(3) It shall be deemed that by submitting the Bid, the Bidder agrees and releases the BWCC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

(4) It is clarified that the monthly advertisement fee is for the rights being assigned to the bid winner by the BWCC which are exclusive rights and hence the monthly advertisement fee is liable to be paid as per the quantum of the advertisement space assigned irrespective of the fact whether the bid winner actually uses the advertisement space or not. The quantum and liability to pay advertisement fee and date from which it is liable to be paid shall be as per this tender – specifically the terms & conditions contained at the end of paragraphs 1.2 in this tender.

(5) The Annexure-1 contains the tendered road lengths, widths and the

area and the advertisement space made available Zone wise. The bid winner for each Zone shall be allowed to do commercial advertisements as per the Greater Bengaluru Area Advertisement Rules 2025 for the quantum of the advertisement space and on the roads and areas given in Annexure-1. The

same shall be payable by the bid winner as per his bid winning rate. However, in case any additional road, area or Circle is further assigned by the BWCC at its discretion as per the Greater Bengaluru Area Advertisement Rules 2025, for commercial advertisements beyond what is given in Annexure-1; the same shall be additionally payable as per the bid winning rate. The Bid Winner is permitted to apply and seek additional roads and areas to be assigned to him at the bid winning rates and it is the complete discretion of the BWCC to accept or reject any such request. No advertisement other than on the roads and areas given in Annexure-1 shall be permitted without a specific approval by the BWCC Commissioner.

(6) The Zone assigned to a bid winner in this tender shall not be assigned to another Licenced Advertiser except for specific PPP projects or the advertisement rights on the Bengaluru Metro Infrastructure which is not included in this tender or the legacy hoardings or the self-advertisement LEDs converted into Commercial under Rule 8 of the Greater Bengaluru Area Advertisement Rules 2025. The mobile or vehicular advertisements are also outside the scope of this tender.

(7) A licensed or registered advertiser shall not be eligible to participate in tender in case he has unpaid over dues for advertisement or ground rent or any other advertisement related dues of the BWCC. In this regard the bidder shall upload “No due certificate” from the advertisement section of the BWCC stating that the agency/person/firm /proprietor /has no over dues from Advertisements or related dues.

(8) There is minimum prescribed Advertisement Fee rate in terms of Rupees Per Square Foot in Schedule II of the Greater Bengaluru Area Advertisement Rules 2025 and no bid less than the said rate shall be accepted. The Annexure-1 contains the minimum rate per Squre Foot for each road that may be bid. The amount payable per month as the Advertisement Fees for each Zone shall be calculated as per the bid winning rate and the quantum of advertisement space made available.

(9) No advertisement shall be permitted on the roads or footpaths and the areas prohibited as per Schedule I of the Greater Bengaluru Area Advertisement Rules 2025.

The same is reproduced below for convenience though the Schedule I as applicable from time to time as per the Greater Bengaluru Area Advertisement Rules 2025 shall be applicable.

- Tumkur Road
- Kanteerava Studio Road

- Da.Ra. Bendre Road (West of Chord Road)
- Nandini Layout main road
- Rehaman khan road

- 10th cross, Rajajinagar
- 19th Main Road Rajajinagara (2nd Block)
- Govindarajanagar
- Puttaligaiah road-30th main road-13th cros, 4th main-7th cross
- 5th Main Road (Kumaraswamy Temple Road)
- Nayandanahalli junction BEL circle (Sh-17-NH-4) Outer Ring Road(Including Service roads)
- Old Outer Ring Road
- Mysore Road
- Tumkur Main Road
- Magadi Road
- Nagarbhavi Main Road
- Kanakapura Road
- Jawaharalal Nehru Road
- Kenchanahalli Main Road
- Uttarahalli main road

NOTE: (1) Only exceptions shall be the advertisements displayed on the already existing Foot Over Bridges, Sky walks, Bus Shelters and e-Toilets constructed under Public-Private Partnership model.
(2) Chief Commissioner may add more areas to this Schedule, as may be deemed necessary in this regard.

(10) The tender winner shall give Performance Security in the form of Performance Bank Guarantee or Surety Bond from an IRDA licensed Insurance entity for an amount equal to six-months' winning monthly payable advertisement fee amount**.**

(11) The Performance Security shall be given by the tender winner for a Zone with the BWCC within fifteen days from the date of issuance of Letter of Intent to the bid winner.

(12) In case of failure of the bid winner to give the Performance Security as per the Greater Bengaluru Area Advertisement Rules 2025, the EMD shall automatically stand forfeited, without any encumbrance on the road or circle or the area to the BWCC for the default. Such a defaulter bidder shall be barred from bidding for a period of one year from the date of forfeiture of the deposit amount/EMD. Also the license of any licensed or registered Advertiser who defaults in giving the Performance Secutiry after winning the bid within the prescribed time limit, shall be suspended and in case he fails to show cause

within fifteen days of suspension, the license shall be cancelled and the licensed advertiser shall be barred from obtaining license for a period of three years.

(13) The advertisement fee as per the winning bid amount shall be paid every month starting after 6-months' preparatory period from the date of signing of the agreement and any default therein shall be dealt with as per the provisions of the Greater Bengaluru Area Advertisement Rules 2025 including cancellation of the agreement. The quantum of advertisement fee payable is explained at the end of paragraph 1.2 above.

(14) The Greater Bengaluru Area Advertisement Rules 2025 shall govern the whole gamut of the commercial advertisements done under the assignments of the commercial advertisement rights to the bid winner under this tender.

22. **Amendment of the Tender**

(1) At any time prior to the deadline for submission of Bids, the BWCC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

(2) Any Addendum thus issued will uploaded on the eProcurement Portal and it shall be the duty of every bidder to see the same on the eProcurement Portal. The BWCC does not commit to provide replies to individual bidders.

(3) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the BWCC may, at its own discretion, extend the Bid Due Date.

23. Escalation:

In case of the winning bid awarded to the bid winner

No.	Type of Road	Escalation Clause
	Roads in Annexure-1 for which the minimum per Sq Foot per month rate prescribed is Rs 70 per Sq Foot per month and for which the winning bid rate is less than Rs 75 per Sq Foot per month	After 3 years from the date of signing of the agreement the rate shall be increased to Rs 75 per Square Foot per month.
	case of roads for which the winning bid is not less than Rs per Sq Foot per month	escalation.

APPENDICES & ANNEXURES

APPENDIX-I

Letter Comprising the Bid

(Note: Must be submitted separately for each Zone)

No_____ Date_

To
The Commissioner
BWCC,Advertisement Section,
BWCC, Bengaluru – 560 011

***

Sub: Bid for the Commercial Advertisement rights for _____Zone in the BWCC.

Ref: Tender No _____ dated _____ of the BWCC inviting the bids for Zone wise assignment of the commercial advertisement rights

Dear sir,

With reference to your tender cited in reference above I/we, having examined the tender document
and understood its contents, hereby submit my/our BId for the aforesaid subject. The Bid is unconditional and unqualified.

1. We acknowledge that the BWCC will be relying on the information provided in the Bid/Application and the documents accompanying such Bid/Application for qualification of the Bidders for the aforesaid project, and we certify that all information provided in the Bid/Application and in **Annexures 2 to 4** is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid/Application are true copies of their respective originals.

2. This statement is made for the express purpose of qualifying and bidding as a Bidder for the Commercial Advertisement rights for _Zone in the BWCC.

3. I/We are a Licensed or Registered Advertiser with the BWCC as per the Greater Bengaluru Area Advertisement Rules 2025 and the copy of ourselves as a Licensed Advertiser issued by the BWCC is in **Annexure-5**.

4. I/ We shall make available to the BWCC any additional information it may find necessary or require to supplement or authenticate the Bid.

5. I/ We acknowledge the right of the BWCC to reject our Bid/Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I/We certify that I/We do not have unpaid over dues for advertisement or ground rent or any other advertisement related dues of the BWCC. In this regard the “No due certificate” from the advertisement section of the BWCC

stating that I/We have no over dues from Advertisements or related dues is attached herewith as **Annexure-6**.

7. I/ We hereby certify that in the last five years, we or our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

8. I/ We declare that:

a) I/ We have examined and have no reservations to the tender document, including any Addendum issued by the BWCC;

b) I/ We do not have any conflict of interest in accordance with relevant Clauses of the tender document;

c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in relevant Clauses of the tender document, in respect of any tender or request for proposal issued by or any agreement entered into with the BWCC or any other public sector enterprise or any government, West or State; and

d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of relevant sections of the tender document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

9. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with relevant Clauses of the tender document.

10. I/ We believe that we satisfy the technical qualification criteria and meet(s) all the requirements as specified in the tender document and am/are qualified to submit a Bid.

11. I/ We declare that we, or our/ its Associates are not a Member of a/ any other Bidder applying for this tender.

12. I/ We certify that I/we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

13. I/ We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

14. I/ We further certify that no criminal investigation by any authority is pending either against us or against our Associates or against our CEO or any of our directors with respect to our work or any assignment entrusted to this bidder.

15. The power of attorney for signing of application as per format provided at Appendices II and III respectively of the RFP, are also enclosed.

16. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the BWCC in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of this tender and the terms and implementation thereof.

17. I/ We agree and undertake to abide by all the terms and conditions of the tender document.

18. We agree and undertake to be jointly and severally liable for all the obligations of the Bid Winner under the Agreement.

In witness thereof, I/ we submit this application under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorized Signatory) Place:

Name and seal of the Applicant

ANNEXURE-2

Details of Bidder

1. **Name and details**
    a. Name:
    b. Country of incorporation:
    c. Address of the corporate headquarters and its branch office(s), if any, in India:
    d. Date of incorporation and/ or commencement of business:

2. **Brief description of the Company including details of its main lines of business:**

3. **Details of individual(s) who will serve as the point of contact/ communication for the BWCC:**

    a. Name:
    b. Designation:
    c. Company:
    d. Address:
    e. Telephone Number:
    f. E-Mail Address:
    g. Fax Number:

4. **Particulars of the Authorized Signatory of the Bidder:**

    a. Name:
    b. Designation:
    c. Company:
    d. Address:
    e. Telephone Number:
    f. E-Mail Address:
    g. Fax Number:

ANNEXURE-3

Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To
The Commissioner BWCC
Advertisement Section, BWCC,
Bengaluru – 560 011

***

Sub: Bid for the Commercial Advertisement rights for _____Zone in the BWCC.

Ref: Tender No _____ dated _____ of the BWCC inviting the bids for Zone wise assignment of the commercial advertisement rights

We hereby confirm that we satisfy the terms and conditions laid out in the tender document.

We have agreed that ..... (insert individual's name) will act as our representative and has been duly authorized to submit the bid in the tender on the subject above. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully, (Signature, name and designation of the authorized signatory) For and on behalf of .....

ANNEXURE-4

Financial Capacity of the Bidder

Year/ Item	2021-22	2022-23	2023-24	2024-25 (optional)
Turnover				
Net Worth				

Instructions:

1) The Bidder shall attach copies of the audited balance sheets, financial statements and Annual Reports for the years - FY 2021-22, 2022-23, 2023-24, 2024-25 (optional) . The financial statements shall:
   i) reflect the financial situation of the Bidder;
   ii) be audited by a statutory auditor;
   iii) be complete, including all notes to the financial statements; and
   iv) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2) Net Worth shall be calculated as defined under the Indian Companies Act, 2013, as per the audited financial statement is available, will be considered.

3) The Bidder shall also provide the name and address of the Bankers to the Bidder.

4) The Bidder shall provide an Auditor’s Certificate specifying the turnover and the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth.

APPENDIX-II

Power of Attorney for Signing of Proposal

Know all men by these presents, we.....(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name),.....son/daughter/wife of ..... and presently residing at..... , who is presently employed with us and holding the position of ..... , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the commercial advertisement rights for Zone by the Bengaluru City Corporation (the "BWCC") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to the BWCC, representing us in all matters before the BWCC, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the BWCC in all matters in connection with or relating to or arising out of our bid for the said tender and/ or upon award thereof to us and/or till the entering into of the Agreement with the BWCC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2025

For

.....

(Signature, name, designation and address)

Witnesses:

1.

2. (Notarized)

Accepted

... (Signature)

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common

seal affixed in accordance with the required procedure.

- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX - III

Deleted

APPENDIX - IV

Bank guarantee for Bid Security/EMD

B.G. No.

Dated:

1) In consideration of you, City Corporations in the Greater Bengaluru Area, (hereinafter referred to as the "BWCC", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of [a Company registered under provision of the Companies Act, 1956] and having its registered office at [and acting on behalf of its Consortium] (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the Commercial Advertisement rights for _____ Zone in the BWCC pursuant to the tender no _____ dated _____ issued and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at and one of it branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of the tender Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the tender Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the BWCC an amount of Rs 16,00,000 (Rupees Sixteen Lakh Only) as bid security (hereinafter referred to as the "Bid Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2) Any such written demand made by the BWCC stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3) We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the BWCC is disputed by the Bidder or not merely on the first demand from the BWCC stating that the amount claimed is due to the BWCC by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this

4) Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs 16,00,000 (Rupees Sixteen Lakhs only).

5) This Guarantee shall be irrevocable and remain in full force for a period of 180

(one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the BWCC and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts

under this Guarantee have been paid.

6) We, the Bank, further agree that the BWCC shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the BWCC that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the BWCC and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other BWCC.

7) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

8) In order to give full effect to this Guarantee, the BWCC shall be entitled to treat the Bank as the principal debtor. The BWCC shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the BWCC, and the Bank shall not be released from its liability under these presents by any exercise by the BWCC of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the BWCC or any indulgence by the BWCC to the said Bidder or by any change in the constitution of the BWCC or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

9) Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

10) We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

11) It shall not be necessary for the BWCC to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the BWCC may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

12) We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the BWCC in writing.

13) The Bank declares that it has power to issue this Guarantee and discharge the obligations

contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____Bank

By the hand of Mr./Ms. _____, its _____and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

APPENDIX -

V

FINANCIAL

BID

Note: 1. There are two types of roads in Annexure-1 (i) Minimum Bid Rate = Rs 70 per Sq Ft per month and (ii) Minimum bid rate = Rs 75 per Sq Ft per month. The quantum of commercial advertisement space on each type of road is also given. The Bidder shall bid his two rates for each type of road and then upon multiplication with the commercial advertisement space, the value of the bid as total Monthly Advertisement Fee will be calculated. The bidder bidding the highest Total Monthly Advertisement Fee for a Zone will be declared as the Highest Bidder and awarded the commercial advertisement rights for the Zone. In case of a tie, draw of lots among the tied bidders will decide the Highest Bidder.

2. Escalation: In case of the winning bid awarded to the bid winner

S. No.	Type of Road	Escalation Clause
1.	Roads in Annexure-1 for which the minimum per Sq Foot per month rate prescribed is Rs 70 per Sq Foot per month and for which the winning bid rate is less than Rs 75 per Sq Foot per month	After 3 years from the date of signing of the agreement the rate shall be increased to Rs 75 per Square Foot per month.
2.	In case of roads for which the winning bid is not less than Rs 75 per Sq Foot per month	No escalation.

Financial Bid West City Corporation, Zone-1

Type of Road	No of Roads	Length of Roads in KM	Commercial Ad Space in Square Feet	Bid Rate as Rupees per Sq Foot per month	TOTAL = Bid (Ad Fee in Rs Per Month)
1	2	3	4	5	6 = 4 x 5
Roads with minimum rate of Rs 70 per Sq Foot per month	62	159.39	6,65,070		
Roads with minimum rate of Rs 75 per Sq Foot per month	11	69.24	4,32,840		

********** END OF THE TENDER DOCUMENT **********